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Attorneys for Oracle Corporation

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, X DIVISION**

MARK BARRETT, an individual,

Plaintiff,

vs.

ORACLE CORPORATION, a Delaware
corporation,

Respondent.

ANSWER

Case No. 2:20-CV-277-PMW

Magistrate Paul M. Warner

Oracle Corporation (“Oracle”) Answers the Complaint in this matter as follows. Any allegations in the Complaint not specifically admitted herein are denied.

INTRODUCTION

1. Oracle admits Plaintiff has worked at Oracle and denies the rest of paragraph 1 for lack of information sufficient to form a belief.
2. Oracle denies paragraph 2 for lack of information sufficient to form a belief.
3. Oracle denies paragraph 3 for lack of information sufficient to form a belief.
4. Oracle denies paragraph 4.

5. Oracle denies paragraph 5.

PARTIES

6. Oracle denies paragraph 6 for lack of information sufficient to form a belief.
7. Oracle admits paragraph 7.

JURISDICTION AND VENUE

8. Oracle admits paragraph 8.
9. Oracle admits paragraph 9.

FACTS

10. Oracle incorporates the foregoing paragraphs herein.
11. Oracle admits Nicklas Quattlebaum (“Quattlebaum”) held the position of Area Vice President of Sales and denies the remaining allegations in paragraph 11 lack of information sufficient to form a belief.
12. Oracle denies paragraph 12 for lack of information sufficient to form a belief.
13. Oracle denies paragraph 13 for lack of information sufficient to form a belief.
14. Oracle denies paragraph 14 for lack of information sufficient to form a belief.
15. Oracle denies paragraph 15 for lack of information sufficient to form a belief.
16. Oracle admits Plaintiff met Quattlebaum on July 16, 2019 at the Oracle office located at 1620 26th Street, Santa Monica, CA 90404. Oracle denies the remaining allegations in paragraph 16 for lack of information sufficient to form a belief.
17. Oracle admits Quattlebaum showed Plaintiff electronic information but denies the remaining allegations in the first sentence in paragraph 17. Oracle denies the allegations in the second sentence in paragraph 17.

18. Oracle denies paragraph 18.

19. Oracle denies paragraph 19.

20. Oracle denies paragraph 20.

21. Oracle denies paragraph 21.

22. Oracle denies paragraph 22.

23. Oracle denies paragraph 23.

24. Oracle denies paragraph 24.

25. Oracle denies paragraph 25.

26. Oracle admits paragraph 26.

27. Oracle denies for lacks information sufficient to form a belief the allegations in paragraph 27 as to what and when Plaintiff discovered about any deals at Oracle and the allegation as to when Plaintiff put in his notice at any employer. Oracle admits any deal with Polycom/Plantronics at issue in this case closed before September 3, 2019.

28. Oracle denies paragraph 28 for lack of information sufficient to form a belief.

29. Oracle denies paragraph 29 for lack of information sufficient to form a belief.

30. Oracle denies paragraph 30 for lack of information sufficient to form a belief.

31. Oracle denies paragraph 31 for lack of information sufficient to form a belief.

32. Oracle denies paragraph 32.

FIRST CAUSE OF ACTION
Fraudulent Inducement

33. Oracle incorporates the foregoing paragraphs herein.

34. Paragraph 34 contains legal allegations to which no responsive pleading is required. To the extent a response is required, Oracle denies the allegations.

- 35. Oracle denies paragraph 35.
- 36. Oracle denies paragraph 36.
- 37. Oracle denies paragraph 37.
- 38. Oracle denies paragraph 38.
- 39. Oracle denies paragraph 39.
- 40. Oracle denies paragraph 40.
- 41. Oracle denies paragraph 41.
- 42. Oracle denies paragraph 42.
- 43. Oracle denies paragraph 43.

SECOND CAUSE OF ACTION
Breach of Contract (oral)

- 44. Oracle incorporates the foregoing paragraphs herein.
- 45. Paragraph 45 contains legal allegations to which no responsive pleading is required. To the extent a response is required, Oracle denies the allegations.

- 46. Oracle denies paragraph 46.
- 47. Oracle denies paragraph 47.
- 48. Oracle denies paragraph 48.
- 49. Oracle denies paragraph 49.
- 50. Oracle denies paragraph 50.
- 51. Oracle denies paragraph 51.

ACTUAL DAMAGES

- 52. Oracle incorporates the foregoing paragraphs herein.
- 53. Oracle denies paragraph 53.

- 54. Oracle denies paragraph 54.
- 55. Oracle denies paragraph 55.
- 56. Oracle denies paragraph 56.
- 57. Oracle denies paragraph 57.
- 58. Oracle denies paragraph 58.

AFFIRMATIVE DEFENSES

- 1. Plaintiff has failed to mitigate his alleged damages.
- 2. Plaintiff's claims are barred in whole or part by waiver and/or estoppel.
- 3. Plaintiff's claims are barred by the parole evidence rule.
- 4. Oracle has not breached any alleged contract.
- 5. Plaintiff has failed to state a claim upon which relief can be granted.
- 6. Plaintiff's claims fail for lack of consideration.
- 7. Plaintiff's claims fail based upon a mutual and/or unilateral mistake.
- 8. Plaintiff's claims fail based on the doctrine of unclean hands.
- 9. Plaintiff's claims are barred by the statute of frauds.

CONCLUSION

Oracle requests that the Court dismiss this case, award Plaintiff no relief, and provide Oracle with all other relief that is just under the circumstances.

DATED May 15, 2020.

/s/Michael A. Zody

Michael A. Zody

Aaron M. Worthen

PARSONS BEHLE & LATIMER

Attorneys for Oracle Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of May, 2020, I electronically filed the foregoing **ANSWER** with the Clerk of the Court using the CM/ECF system, which will send an electronic notification to counsel of record for all of the parties.

/s/Michael A. Zody